

## Terms of Use

Effective date: April 1, 2021

These Terms of Use (these “Terms”) apply to all users who access or use (“you”) the LowKey application (“LowKey”). By using LowKey, you agree to these Terms. We may make changes to these Terms from time to time. If we make changes, we will post the amended Terms to LowKey and update the “Effective Date” above. Such changes will apply to you as of such Effective Date.

1. Description of LowKey. LowKey is a software tool that manipulates digital images such that machine learning algorithms or software should be unable to read and process the image. Users can upload a digital image to LowKey and receive a copy of the image with manipulated pixels. While to the human eye the modified image will appear identical to the original image, machine learning algorithms or software should be unable to recognize the subjects of the modified image.
2. Privacy. Please refer to our Privacy Policy for information about how we collect, use and disclose information about you when you use LowKey. You acknowledge and agree that your use of LowKey is subject to our Privacy Policy.
3. Limited License to Use. Subject to these Terms, we grant you permission to use LowKey, provided that: (a) you use LowKey solely for your personal, private, noncommercial use; (b) you do not copy, publicly display or distribute any part of LowKey in any medium without prior written authorization; and (c) you do not alter or modify any part of LowKey.
4. User Content.
  - a. LowKey allows you to upload photos (“User Content”). Except for the License you grant us below, you retain all rights in and to your User Content, as between you and us.
  - b. You grant us a perpetual, irrevocable, nonexclusive, royalty-free, worldwide license to reproduce, modify, adapt and create derivative works from your User Content solely for the purposes of providing you with the LowKey application and related service (the “License”).
  - c. You represent and warrant that: (i) you own the User Content or otherwise have the necessary rights in or to the User Content to provide them to us and to use LowKey; (ii) you take full responsibility for any images of third parties that you upload; and (iii) these image(s) were not obtained by circumventing a third party’s copyright protection systems under the Digital Millennium Copyright Act, or any other restrictions on access. LowKey will provide to you a modified version of the original image you upload in your User Content (“Modified Content”). You retain all rights in and to the Modified Content.
5. Prohibited Content.
  - a. You represent and warrant that by uploading User Content or otherwise using LowKey you will not, or attempt to:
    - i. violate any intellectual property rights, any other third-party rights (including our rights);
    - ii. engage in any harmful, fraudulent, deceptive, harassing, threatening, intimidating, predatory, defamatory, obscene, stalking or otherwise objectionable conduct;
    - iii. interfere with or inhibit other users from fully enjoying LowKey;
    - iv. engage in conduct that could damage, disable, overburden or impair the functioning of LowKey in any manner;
    - v. engage in any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms;

- vi. violate any applicable law or regulation; or
  - vii. encourage, assist or enable any other party to do any of the foregoing (i) – (vi).
- b. You may not upload any User Content that:
- i. is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or fraudulent;
  - ii. contains any viruses, corrupted data or other harmful, disruptive or destructive files or content; and
  - iii. is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying LowKey, or that may expose us or others to any harm or liability of any type.
6. Disclaimers. LowKey is provided “as is” and “as available” without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. In addition, we do not represent or warrant that LowKey is accurate, reliable, current or error-free. We do not represent or warrant that processing User Content through LowKey renders the images unrecognizable by any machine learning algorithm or software. You assume the entire risk as to the quality and performance of LowKey.
7. Liability. We will not be liable to you under any theory of liability — whether based in contract, tort, negligence, strict liability, warranty, or otherwise — for any indirect, consequential, exemplary, incidental, punitive or special damages or lost profits.
8. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws provisions.
9. Termination. Violation of any of these Terms will result in automatic termination of your permission to use LowKey.